

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
TCR Sports Broadcasting Holding, L.L.P.)	MB Docket No. 08-214
d/b/a Mid-Atlantic Sports Network,)	
Complainant)	
v.)	
Comcast Corporation,)	File No. CSR-8001-P
Defendant)	
)	
)	

To: Marlene H. Dortch, Secretary

Attn: Hon. Richard L. Sippel
Chief Administrative Law Judge

STATUS REPORT

TCR Sports Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network (“MASN”), by its attorneys and pursuant to the Chief Administrative Law Judge’s Order by e-mail dated February 26, 2009, hereby submits the following Status Report in the above-captioned proceeding.

(1) ***MASN’s Withholding of Disputed Affiliate Agreements from Its Outside***

Experts – As an accommodation to the four third-party objectors (collectively, the “Objectors”¹), MASN has not provided the disputed documents to its outside experts and has represented to Comcast and the Objectors that it would not do so until an agreement is reached for their use or the Chief Administrative Law Judge rules on the Objectors’ objections to MASN’s granted motion to compel.

¹ The Objectors include Fox Cable Network Services; LLC, Madison Square Garden, L.P.; Yankees Entertainment and Sports Network, LLC (“YES Network”); and Sterling Entertainment Enterprises, LLC (t/a SportsNet New York).

(2) *Failure of Negotiations Between MASN and the Objectors* – Per the Chief

Administrative Law Judge's February 26 e-mail Order, MASN has conferred with counsel to the Objectors regarding the documents in question. Unfortunately, MASN and the Objectors have not been able to reach agreement on an expanded protective order that balances MASN's ability to prosecute the current litigation against the Objectors' alleged interest in confidentiality. MASN invited the Objectors to submit proposed amendments to the Protective Order. Among other things, those proposed amendments purported to give the Objectors the power to make redactions of any materials in the affiliate agreements that they deemed to be irrelevant to this lawsuit. MASN proposed small modifications to the Amended Protective Order. Those modifications sought to accomplish several objectives: (i) to limit the redactions the Objectors could make to the corresponding redactions Fox had made in the Time Warner Cable arbitration (the other three Objectors having not made any redactions in the affiliate agreements produced to MASN in that case); (ii) to give MASN the opportunity to object to any redactions that an Objector might make if that redaction prejudiced MASN's ability to prosecute this case; (iii) to give MASN the option of not exposing one of its experts to the particular Highly Confidential documents of any particular Objector so as not to preclude that expert from engaging in any work with respect to that RSN for the one-year cooling off period provided for in the Protective Order; and (iv) to correct the inadvertent inclusion of a sentence in the Declaration portion of the Protective Order that had been deleted in negotiations with Comcast and thereby make the Declaration conform to the terms of the Order itself. MASN also offered the Objectors that had not redacted any material from the TWC affiliate agreements an opportunity to propose redactions in the Comcast agreements to see if those redactions would hinder MASN's ability to make its case against TWC. The Objectors either rejected or ignored those proposed

amendments. They did not explain why those amendments prejudiced the Objectors, offer any alternative language, or present any redactions for MASN to consider. Essentially their proposed amendments to the Protective Order were made on a “take it or leave it” basis.

(3) *Extension of Expert Report Deadline* – The current deadline for the parties’ submission of expert reports is March 5, 2009. This deadline is now impracticable for several reasons, including the extended back and forth regarding the production of documents, MASN’s accommodation to Comcast and the Objectors not to circulate any of the contested documents to its experts until the current impasse is resolved, and the technical and data-driven nature of the analysis for which the contested documents will be used.

The current expert report deadline is impracticable for a further reason: Comcast has not produced to MASN a full set of the affiliation agreements that are central to this case. For instance, Comcast’s production does not include any affiliate agreements for its Comcast SportsNet family of affiliated RSNs other than Comcast SportsNet Mid-Atlantic and Comcast SportsNet Philadelphia. Comcast’s production also does not include affiliate agreements with a number of Fox Sports Net RSNs that operate in regions of the country where Comcast has cable systems that appear to carry those channels.² Comcast’s decision not to produce these documents appears based on the parties’ Joint Case Discovery Management Statement which provides that the parties will produce “documents from January 1, 2004 through August 22, 2008.”³ Comcast appears to be taking the position that affiliate agreements that were not signed

² For instance, Comcast’s production does not include an affiliate agreement for, among others, FSN-Northwest, FSN Bay Area (now CSN Bay Area), Fox Sports Houston, Fox Sports Southwest, Fox Sports Rocky Mountain, or Fox Sports North. Publicly available channel listings suggest that Comcast carries each RSN on its cable systems in the relevant areas. *See generally* <http://www.tvguide.com/listings/default.aspx>.

³ *See* Joint Case Discovery Management Statement, File No. CSR-8001-P (served Dec. 5, 2008) (attached hereto as Exh. 1). The full provision provides:

within that time period are not subject to production even though those indisputably relevant agreements were in full effect, and may have even been amended, between those dates.

MASN disagrees with Comcast's interpretation of the parties' agreement and sent a letter dated February 27, 2009 to Comcast noting the deficiency of its production and specifically invoking the right of each party under the agreement to request that the other party "search for and produce specifically identified documents otherwise within the scope of the document requests created outside of that [date] range."⁴ MASN further requested that Comcast agree to a reasonable extension of the expert report deadline that will not interfere with the other deadlines in the case.⁵ Comcast rejected MASN's requests by letter dated March 2, 2009, asserting without further explanation its belief that the incomplete set of affiliation agreements it had previously produced were "more than sufficient to enable MASN to prepare its case."⁶ Comcast thus appears to concede that its prior production of affiliation agreements was incomplete, but it offers no legal authority for its refusal to produce these relevant documents. MASN forthwith will prepare a motion to compel these documents.

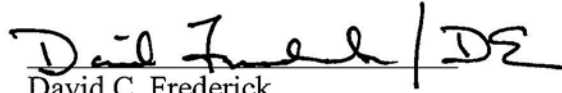
The parties agree to produce documents from January 1, 2004 through August 22, 2008, although both parties agree to search for and produce specifically identified documents otherwise within the scope of the document requests created outside of that range upon reasonable request, if such documents are highly likely to contain relevant information.

⁴ See Letter from Evan Leo to Robert Kirk (February 27, 2009) (attached hereto as Exh. 2).

⁵ See *id.*

⁶ See Letter from Robert Kirk to Evan Leo (March 2, 2009) (attached hereto as Exh. 3).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David C. Frederick" followed by a vertical line and the initials "DE".

David C. Frederick

Evan T. Leo

Kelly P. Dunbar

David F. Engstrom

Kellogg, Huber, Hansen, Todd, Evans &
Figel, P.L.L.C.

1615 M Street N.W., Suite 400

Washington, D.C. 20036

(202) 326-7900

March 2, 2009

Attorneys for TCR Sports Broadcasting
Holding, L.L.P.

CERTIFICATE OF SERVICE

I, David F. Engstrom, hereby certify that, on March 2, 2009, copies of the foregoing document were served via electronic mail on the following:

The Honorable Richard L. Sippel
(richard.sippel@fcc.gov)
Chief Administrative Law Judge
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Mary Gosse (mary.gosse@fcc.gov)
Office of Administrative Law Judges
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554
(courtesy copy)

Kris Anne Monteith (kris.monteith@fcc.gov)
Gary P. Schonmann (gary.schonman@fcc.gov)
William Davenport (william.davenport@fcc.gov)
Elizabeth Mumaw (elizabeth.mumaw@fcc.gov)
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

James L. Casserly (jcasserly@willkie.com)
Michael H. Hammer (mhammer@willkie.com)
Willkie Farr & Gallagher LLP
1875 K Street, NW
Washington, D.C. 20006

Michael P. Carroll (michael.carroll@dpw.com)
David B. Toscano (david.toscano@dpw.com)
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017

David H. Solomon (dsolomon@wbklaw.com)
L. Andrew Tollin (atollin@wbklaw.com)
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, D.C. 20037

Howard J. Symons (hjsymons@mintz.com)
Christopher J. Harvie (cjharvie@mintz.com)
Robert G. Kidwell (rgkidwell@mintz.com)
Mintz Levin Cohn Ferris Glovsky & Popeo, PC
701 Pennsylvania Avenue, NW, Suite 900
Washington, D.C. 20004

Antoinette Cook Bush
(antoinette.bush@skadden.com)
Jared S. Sher (jared.sher@skadden.com)
David H. Pawlik (david.pawlik@skadden.com)
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, D.C. 20005

Mitchell F. Brecher (brecher@gtlaw.com)
Greenberg Traurig, LLP
2101 L Street, NW, Suite e1000
Washington, D.C. 20037

Steven Raab (sraab@sny.tv)
SportsNet New York
75 Rockefeller Plaza
New York, NY 10019

Irwin A. Kishner: (ikishner@herrick.com)
Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016



David F. Engstrom

EXHIBIT 1

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
TCR Sports Broadcasting Holding, L.L.P.,)	
)	
Complainant,)	
)	MB Docket No. 08-214
v.)	File No. CSR-8001-P
)	
Comcast Corporation,)	
)	
Defendant.)	
)	

JOINT CASE DISCOVERY MANAGEMENT STATEMENT

The parties to this action hereby agree to this Joint Case Discovery Management Statement. This statement sets forth a compromise between the parties, and neither party's agreement to these terms shall be viewed as a concession concerning the scope of discovery available under applicable rules and procedures. The parties remain free to seek or oppose discovery not addressed in this agreement.

A. Document Discovery

1. The parties agree to limit document requests to 10 requests per side, and that no such request shall contain multiple subparts.
2. The parties agree to begin a rolling production of documents on December 22, 2008 and to substantially complete production of documents by January 12, 2009.
3. The parties agree not to produce documents that are subject to the attorney-client privilege or the attorney work product doctrine, and the parties agree that they shall not produce a privilege log for such documents. Any such documents that are inadvertently produced shall be returned upon a reasonable request made within 3 days of the discovery of such inadvertent production.

4. Each party agrees that it shall treat all of the documents in this proceeding pursuant to the Protective Order to be entered into between the parties and adopted by the Presiding Judge.
5. The parties agree to produce documents from January 1, 2004 through August 22, 2008, although both parties agree to search for and produce specifically identified documents otherwise within the scope of the document requests created outside of that range upon reasonable request, if such documents are highly likely to contain relevant information.

B. Experts

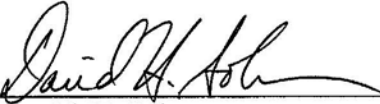
6. The parties agree that expert reports shall be exchanged on January 26, 2009, or two weeks from the date that document production is substantially complete, whichever is later. The parties agree that such reports will provide the documents on which the expert relied in forming the opinions set forth in the report.
7. The parties agree that they will not request or produce drafts of expert reports or testimony, or of documents reviewed but not relied on by the experts, and that they will not depose the experts on the drafts or the drafting process. The parties remain free to depose experts on the analytical process underlying their requests.
8. The parties agree that the parties will exercise their best efforts to have expert depositions take place within two weeks from the date that expert reports are exchanged.



David C. Frederick

On behalf of TCR Sports Broadcasting Holding, LLP

Date:



David H. Solomon

On behalf of Comcast Corporation

Date: 12/5/08

EXHIBIT 2

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

SUMNER SQUARE
1615 M STREET, N.W.
SUITE 400
WASHINGTON, D.C. 20036-3209

(202) 326-7900

FACSIMILE:
(202) 326-7999

February 27, 2009

Via E-mail

Robert G. Kirk
Wilkinson Barker Knauer, LLP
2300 N Street, NW
Suite 700
Washington, D.C. 20037

Dear Bob:

1. As discussed on our call this morning, the following provides further detail as to the documents that TCR seeks in response to its Request No. 2.

First, we request all affiliate agreements between Comcast and Fox-owned RSNs that were in effect at any point during the past ten years. Comcast's production does not include affiliate agreements for at least the following Fox-owned RSNs that Comcast carries in its service territory: (a) FSN-Northwest; (b) FSN Bay Area (now CSN Bay Area); (c) Fox Sports Houston and Fox Sports Southwest; (d) Fox Sports Rocky Mountain; (e) Fox Sports North; (f) Fox Sports Chicago (prior to June 2006); (g) Fox Sports Utah; (h) Fox Sports Tennessee; and (i) Fox Sports Pittsburgh.

Second, TCR's Request No. 2 requests affiliate agreements, contracts, and any "related documents," including documents sufficient to show the per-subscriber rates and the quantity of live sports programming carried on each RSN for each year covered. We have been unable to locate in Comcast's production any documents other than the affiliate agreements and amendments thereto that provide per-subscriber rates, live sporting event counts, or the overall compensation that Comcast pays pursuant to its agreements. It is our understanding that Comcast should have documents prepared in the ordinary course of business setting forth, by year and by "zone," a recent payment summary setting forth the per-subscriber rates or other financial terms it pays to each RSN, and we request those documents. Comcast should also have additional documents that provide the total

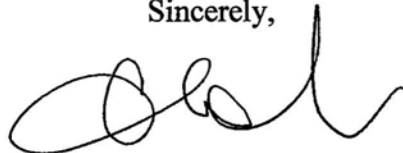
number of professional events actually carried by each RSN in each year, by zone where relevant, and we request those documents as well. TCR seeks these documents both with respect to the agreements that Comcast has already produced as well as the additional affiliate agreements requested in the e-mail.

Third, Comcast's production includes affiliate agreements for CSN-MA and CSN-Philly but no other Comcast-owned RSNs. We request all affiliate agreements between Comcast and Comcast-owned RSNs that were in effect at any point during the past ten years.

If Comcast agrees to produce the documents described above, TCR would agree to stay, without prejudice, its request for any additional affiliate agreements to which it would otherwise be entitled pursuant to the ALJ's order granting TCR's Motion to Compel.

2. As we noted on this morning's call, given the ongoing dispute with respect to many of the affiliate agreements and your request that TCR not share such agreements with its experts, TCR believes it will be necessary to obtain an extension for the submission of expert reports. We propose extending the date that expert reports are due to two weeks from the time that Comcast produces the affiliate agreements and related material described above. Please let us know by Monday at 8 a.m. whether Comcast is agreeable to this proposal as we would like to include it in what we file with the ALJ on Monday.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evan Leo', with a stylized, cursive script.

Evan Leo

EXHIBIT 3

March 2, 2009

Evan Leo
Kellog, Huber, Hansen, Todd,
Evans & Figel, P.L.L.C.
1615 M Street, NW, Suite 400
Washington, DC 20036

Re: *TCR Sports Broadcasting Holding, L.L.P. v. Comcast Corporation*
File No. CSR-8001-P

Dear Evan:

I received your letter on Friday at 5:13 pm requesting additional documents and a response by 8:00 am this morning. After conferring with Comcast Corporation ("Comcast"), our responses are set forth below:

1. We believe that the Comcast Affiliation Agreements already produced are more than sufficient to enable MASN to prepare its case and, therefore, Comcast will not be producing additional material. Moreover, production of these newly identified agreements will needlessly delay the proceeding.
2. With regard to the two-week extension, we believe it is premature to address this issue until Judge Sippel resolves the outstanding objections to your Document Requests and the third-party objections to your Motion to Compel.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert G. Kirk